



Los Angeles County
Board of Supervisors

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First District

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Second District

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Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Chief Operations Officer

313 N. Figueroa Street, Suite 912
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*To ensure access to high-quality,
patient-centered, cost-effective
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residents through direct services at
DHS facilities and through
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university partners.*



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July 19, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TWO EXISTING SOLE SOURCE
AGREEMENTS FOR EQUIPMENT PREVENTIVE MAINTENANCE AND
REPAIR SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Approval of amendments to existing agreements, for the provision of preventive maintenance and repair services of automated outpatient pharmaceutical dispensing equipment with Parata Systems, LLC, and computed tomography scanner equipment with Toshiba America Medical Systems, Inc.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director or Health Services (Director), or his designee, to execute Amendment No. 4 to Sole Source Agreement H-702976 with Parata Systems, LLC (Parata), effective upon execution to extend the term of the Agreement for the period September 1, 2016 through August 31, 2021, for the continued provision of preventive maintenance and repair services of Automated Outpatient Pharmaceutical Dispensing Systems (APODS) at Department of Health Services (DHS) Facilities with an annual maximum

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 July 19, 2016

LORI GLASGOW
EXECUTIVE OFFICER

obligation of \$212,014, and the total cost of \$1,060,071 for the five year extended term of the Agreement.

2. Authorize the Director, or his designee, to execute Amendment No. 1 to Sole Source Agreement H-705949 with Toshiba America Medical Systems, Inc. (Toshiba), effective upon execution to increase the total annual maximum obligation by \$24,219 from \$837,740 to \$861,959 for the period November 1, 2016 through November 30, 2016; and increase total annual maximum obligation by \$290,623 from \$681,126 to \$971,749 thereafter, for the provision of preventive maintenance and repair services of Toshiba Computed Tomography Scanners (CT Scanners), with no change in the term of the Agreement.

3. Delegate authority to the Director, or his designee, to execute Amendments to the above mentioned two Agreements to increase the total annual maximum obligation of each Agreement by no more than 40% above the annual maximum obligation of each Agreement, with a potential annual increase of \$84,806 for Parata and \$388,700 for Toshiba for the purpose of adding equipment that is coming off warranty, providing for out-of-scope repairs or maintenance for equipment that is excluded under each Agreement's basic maintenance services, adding equipment or services for additional DHS facilities; obtaining professional services; and covering emergency or unforeseen as-needed equipment maintenance, repair, and support services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Parata

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the existing Agreement with Parata, substantially similar to Exhibit I, for the continued provision of preventive maintenance and repair services of APODS. The current Agreement expires August 31, 2016. The recommended Amendment will extend the current Agreement term from September 1, 2016 through August 31, 2021.

DHS outpatient pharmacies fill approximately three million prescriptions annually. The Parata automated cabinets allow for bar-coded dispensing of solid oral tablets and capsules into patient labeled containers, increasing the safety and efficiency of outpatient pharmacy operations. DHS has standardized APODS at 13 high-volume outpatient pharmacies including LAC+USC Medical Center, El Monte Comprehensive Health Center, Hudson Comprehensive Health Center, Roybal Comprehensive Health Center, Harbor-UCLA Medical Center (Harbor-UCLA MC), Long Beach Comprehensive Health Center, Martin Luther King, Jr. Outpatient Center, Humphrey Comprehensive Health Center, Rancho Los Amigos National Rehabilitation Center, Olive View-UCLA Medical Center, Mid-Valley Comprehensive Health Center, and High Desert Regional Health Center.

The recommended extension of this Agreement will ensure continued maintenance for APODS which includes routine preventive maintenance services, at least four times annually, as well as Original Equipment Manufacturer (OEM) system updates, all dispensing machine parts, telephone support for 15 hours per day, and a service technician onsite within four and one-half hours of logging in a repair ticket.

The Parata Agreement was previously submitted to your Board for approval, jointly by the Chief

Information Officer and DHS. However, with the implementation of the Cerner Retail Pharmacy, Outpatient Pharmacy Information System, the workflow software P2000 is no longer required and has been removed from the Agreement. Maintenance and repair services are only required for the Parata equipment.

Toshiba

Approval of the second recommendation will allow the Director, or his designee to execute an Amendment to the existing Agreement with Toshiba, substantially similar to Exhibit II, to increase (1) the current year annual maximum obligation by \$24,219 for Toshiba Medical Equipment at Harbor-UCLA for the period November 1 to November 30, 2016; and (2) the ongoing annual maximum obligation by \$290,623, to continue maintenance of two additional CT scanners that have been added. Although DHS has delegated authority to increase the annual maximum obligation, the aforementioned amounts exceed authority.

Toshiba CT Scanners provide high-resolution, three-dimensional images of the body, including the brain, chest, spine, and abdomen to diagnose an infection, identify masses and tumors including cancer, study blood vessels, and guide a surgeon to the right area during biopsy procedures. Toshiba's CT technology optimizes the image quality and is the essential foundation for the highest level of diagnostic radiology at the lowest possible radiation dose.

Both Amendments

Approval of the third recommendation will allow the Director, or his designee, to increase the annual maximum obligation of each of the two Agreements by no more than 40% above the total annual maximum obligation to add equipment coming off warranty, professional services, out-of-scope repairs or supportive services, additional location, and emergency work, where applicable.

In anticipation of costs related to adding equipment coming off warranty or adding DHS facilities, your Board increased the delegated authority for the Parata Agreement from 20% to 40%, in July 2012. Under this third recommendation, DHS is requesting this same 40% delegation for the recommended extension period.

Similarly, in anticipation of equipment that may come off warranty or for facilities that may request to be added to the Toshiba Agreement, an increase from Toshiba's current 25% to 40% delegated authority will assist DHS in meeting unforeseen circumstances, since adding even a few pieces of equipment or an additional facility may require a significant funding increase.

The Joint Commission requires facilities to ensure routine preventive maintenance, timely repairs and performance safety. The requested delegated authority is necessary to enable the Agreements to be amended in a timely manner to guarantee that critical equipment is maintained appropriately to ensure the safety of patients and facility staff, and meet the requirements of The Joint Commission. Board policy generally allows delegated authority to increase the total annual cost up to 10%. Based on experience with several other equipment maintenance and repair service agreements, DHS believes that requesting 40% for potential increase is appropriate.

Facilities will only request that equipment, locations, emergency work and/or support services be added to these Agreements if additional services are needed and funding is available in facility's budget. In accordance with Board Policy 5.120, on July 5, 2016 DHS provided the Board with a copy to CEO, the required two-week notice of intent to request a delegation of authority in excess of 10%.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total annual maximum obligation for Parata is \$212,014. The total increase in maximum obligation for Toshiba for the period November 1, 2016 through November 30, 2016 is \$24,219, and \$290,623 annually for the two year period of December 1, 2016 through November 30, 2018.

The potential annual increase under the 40% delegated authority is \$84,806 for Parata and \$388,700 for Toshiba and would be funded using existing resources.

Funding is included in DHS Fiscal Year 2016-17 Final Budget for the Agreement and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 21, 2007, the Board approved the current Agreement with Parata for preventive maintenance and repair services of APODS for the period of September 1, 2007 through August 31, 2012 at various DHS facilities. Subsequent amendments to the Agreement were made to add equipment coming off original purchase warranties as DHS standardized APODS throughout the 13 high-volume outpatient pharmacies and the term was extended through August 31, 2016. During this time, APODS automated cabinets were purchased to replace out-of-date equipment, and APODS has been integrated to communicate with Cerner Retail-Etreby Pharmacy Information System. This provides nearly 100% accuracy in automated drug and dosage dispensing.

On October 21, 2013, the Board approved the Agreement with Toshiba for preventive maintenance and repair services of CT scanners for period of December 1, 2013 through November 30, 2018 for LAC+USC Medical Center.

These agreements include the Board of Supervisors' required provisions, including the most recent provision, Time Off for Voting.

The services provided under these agreements are highly specialized and cannot be provided by County staff. Further, these services are only needed on a part-time or intermittent basis. Therefore, the agreements are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201) and are exempt from Proposition A (Los Angeles County Code Chapter 2.121).

The CIO has reviewed this request and has determined that this does not introduce any new technology-related issues that would necessitate the preparation of a formal CIO Analysis.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS

Parata and Toshiba equipment require services of the OEM for maintenance and repair. OEMs use proprietary technology in their equipment to ensure that competitors cannot service their equipment, or limit the availability of their parts to a third party. When the warranty expires, the best means to ensure that the equipment performs in accordance with manufacturer specifications and in compliance with accrediting and licensing agencies' requirements, including The Joint Commission on the Accreditation of Health Care Organizations, is to contract with the OEM. Another benefit of contracting with the OEM is a guarantee of faster access to OEM parts when emergency repair services are needed.

In accordance with Board Policy No. 5.100, DHS notified your Board of its intent to enter into sole source negotiations for the extension of the Parata Agreement on March 22, 2016 (Attachment A).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure DHS obtains ongoing critical equipment maintenance and repair services for medical facility operations and direct patient care.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

Reviewed by:



PETER LOO

Acting Chief Information Officer

MHK:PL:al

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel



March 22, 2016

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

TO: Supervisor Hilda Solis, Chair
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe
Supervisor Michael D. Antonovich

FROM:  Mitchell H. Katz, M.D.
Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO EXTEND
SOLE SOURCE AGREEMENT NO. H-702976 WITH
PARATA SYSTEMS, LLC.**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Deputy Director, Strategy and Operations

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Los Angeles, CA 90012

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university partners.*

This is to advise the Board that within the next six months, the Department of Health Services (DHS or Department) intends to return to the Board to request approval of an extension to the existing Sole Source Agreement No. H-702976 (Agreement) with Parata Systems, LLC (Parata) for the ongoing provision of Preventive Maintenance and Repair Services (maintenance services) of the Automated Pharmacy Outpatient Dispensing System (APODS) at DHS' outpatient facilities. Parata is the Original Equipment Manufacturer (OEM) of APODS.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. The Parata Agreement will expire on August 31, 2016.

Background

DHS outpatient pharmacies fill approximately three million prescriptions annually. The Parata automated cabinets allow for bar-coded dispensing of solid oral tablets and capsules into patient-labeled containers, increasing the safety and efficiency of outpatient pharmacy operations.

Since 2006, the Department has been in the process of standardizing APODS at thirteen high-volume DHS outpatient pharmacies including LAC+USC Medical Center, El Monte Comprehensive Health Center, Hudson Comprehensive Health Center, Roybal Comprehensive Health Center, Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center, Martin Luther King, Jr. Outpatient Center, Humphrey Comprehensive



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Health Center, Rancho Los Amigos National Rehabilitation Center, Olive View-UCLA Medical Center, Mid-Valley Comprehensive Health Center, and High Desert Regional Health Center. APODS originally included components for automated workflow software and dispensing system. However, after installation of the new Cerner Retail-Etreby Pharmacy Information System (Cerner), the use of Parata technology was reduced to the automated dispensing system only, as the Cerner system replaced the previous Parata workflow software.

This Agreement for APODS maintenance services enables DHS to address preventive maintenance and repair services issues as the APODS equipment comes off warranty. When properly serviced and maintained in accordance with OEM recommended maintenance schedules, the APODS increases accuracy of the dispensing process, enhances DHS' ability to provide critical safety checks by providing correct type and dosage of medications for DHS patients, and provides a risk management benefit to the County by reducing opportunities for human error in dispensing.

As recently as 2014, DHS invested in upgrading APODS by replacing outdated dispensing cabinets with a new technology called Mini/Max cabinets (Mini/Max). These automated cabinets store pharmaceuticals until an electronic message regarding the type and quantity of pharmaceuticals to be dispensed is received from the outpatient pharmacy dispensing application, Cerner. When a message is received from Cerner, the automated Mini/Max counts the pharmaceutical product for the pharmacy staff, who then prepare the prescription for the patient. The Mini/Max provides nearly 100 percent accuracy in automated drug and dosage dispensing.

Justification

The APODS has been standardized at DHS for over eight years, and recently a direct interface between APODS and Cerner has been established to seamlessly communicate information between the two systems. Therefore, DHS is recommending an extension to the APODS maintenance services agreement in order to continue to meet the automated pharmaceutical dispensing needs of DHS outpatient pharmacies.

With the extension of this Agreement, staff will have access to APODS routine preventive maintenance services, at least four times annually, as well as, OEM system updates, all dispensing machine parts, telephone support for fifteen hours per day, and a service technician within four and one-half hours of logging in a repair ticket.

As technology becomes more advanced, and medical equipment incorporates firmware/software in addition to proprietary technology, DHS remains mindful that the OEM is often better able to ensure equipment performance in accordance with manufacturer specification and better able to comply with all accrediting and licensing agencies' requirements, including The Joint Commission on the Accreditation of

Health Care Organizations (The Joint Commission). OEMs use proprietary technology in their equipment to ensure that their competitors cannot service the equipment or limit the availability of parts to the third party. In addition, patches, firmware revisions and software upgrades can only be worked on by the OEM.

The extension of the agreement with Parata for maintenance services of APODS will:

- Enhance patient safety by ensuring the efficiency and accuracy of the medication dispensing process;
- Maximize productivity of DHS outpatient pharmacies in automating the medication dispensing process;
- Aid in the Department's goal of improving ambulatory care pharmacy services;
- Enable DHS' efforts to continue working towards system standardization and maintenance goals.

Without this extension to Parata's Agreement, DHS would not have the ability to maintain the current standardized pharmacy automation.

DHS will continue to proceed with the sole source negotiations on the Agreement extension with Parata within two weeks from the date of this memo unless the Department is instructed otherwise by the Board.

If you have any questions, please let me know.

MHK:al

c: Executive Office, Board of Supervisors
County Counsel
Chief Executive Office
Chief Information Officer

Agreement No.: H-702976

**PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF AUTOMATED
OUTPATIENT PHARMACY WORKFLOW SOFTWARE SYSTEM AGREEMENT**

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2016,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

PARATA SYSTEMS, LLC
(hereafter "Contractor")

Business Address:

2600 Meridan Parkway, Suite 100
Durham, NC 27713

WHEREAS, reference is made to that certain document entitled "PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF AUTOMATED OUTPATIENT WORKFLOW SOFTWARE SYSTEM," dated September 1, 2007, and further identified as Agreement No.: H-702976, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend the Agreement to update certain terms and conditions to the Agreement, and to provide for the other changes set forth herein; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1. Term, Sub-paragraph A, is deleted in its entirety and replaced as follows:

“ A. The term of this Agreement shall commence on September 1, 2007, and shall continue in full force and effect to midnight August 31, 2021, unless sooner canceled or terminated as provided herein.”
3. Agreement, Paragraph 5, Maximum Obligation of County, Sub-paragraph 5E, is deleted in its entirety and replaced with 5E and 5F, as follows:

“E. Between September 1, 2016 through August 31, 2021, the maximum obligation of County for all services provided hereunder shall not exceed One Million, Sixty Thousand, Seventy One Dollars (\$1,060,071).”

F. During the term of this Agreement, the Director, or his Designee, may amend this Agreement by no more than 40% above annual maximum obligation to add equipment that is coming off of warranty, provide for out-of-scope repairs or maintenance services for equipment that is excluded under the Agreement’s basic maintenance services, add equipment or services to additional County facilities; obtain professional services, and cover emergency or unforeseen as-needed equipment maintenance, repair, and support services.”

4. Agreement, Standard Provisions, Paragraph 50 is added as follows:

“50. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000. “

5. Agreement, Exhibit A, Statement of Work, is modified to add Schedule 7, attached hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Emily Issa
Deputy County Counsel

**DEPARTMENT OF HEALTH SERVICES
PARATA SYSTEMS, LLC**

Preventive Maintenance and Repair Services of Automated Outpatient Pharmacy Workflow Software System
Effective September 1, 2016 through August 31, 2021

	MAX	Mini						H-702976-4
DHS Facilities	\$ 9,262.08	\$ 5,632.00	9/1/16 - 8/31/17	9/1/17 - 8/31/18	9/1/18 - 8/31/19	9/1/19 - 8/31/20	9/1/20 - 8/31/21	Total
H-UCLA MC		4	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$112,640.00
MLK OC		4	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$112,640.00
Humphrey CHC		2	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$56,320.00
Long Beach CHC		3	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$84,480.00
LAC+USC MC		4	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$112,640.00
LAC+USC Zonal NE Cluster		3	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$84,480.00
El Monte CHC	1	1	\$14,894.08	\$14,894.08	\$14,894.08	\$14,894.08	\$14,894.08	\$74,470.40
Hudson CHC		4	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$22,528.00	\$112,640.00
Roybal CHC		2	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$56,320.00
OV-UCLA MC		3	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$84,480.00
Mid Valley CHC		3	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$16,896.00	\$84,480.00
High Desert RHC		2	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$11,264.00	\$56,320.00
RLANRC		1	\$5,632.00	\$5,632.00	\$5,632.00	\$5,632.00	\$5,632.00	\$28,160.00
Total Maximum Obligation			\$212,014.08	\$212,014.08	\$212,014.08	\$212,014.08	\$212,014.08	\$1,060,070.40

Number of preventive maintenance visits per year: 4

Any addition of Mini and Max at any Medical Facility shall be at the same equivalent rate as indicated above.

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2016,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

TOSHIBA AMERICA MEDICAL
SYSTEMS, INC.
(hereafter "Contractor")

Business Address:

2441 Michelle Drive
Tustin, CA 92780

WHEREAS, reference is made to that certain document entitled "PREVENTIVE MAINTENANCE AND REPAIR SERVICES," dated December 1, 2013 and further identified as Agreement No.: H-705949, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the sum of the Agreement and to provide for the other changes set forth herein; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, Sub-paragraph 5.6, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

“5.6 Maximum Obligation of County

5.6.1 The annual maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Sixty-One Thousand, Nine Hundred Fifty-Nine Dollars (\$861,959), effective December 1, 2013 through November 30, 2016.

5.6.2 The annual maximum obligation of County for all services provided hereunder shall not exceed Nine Hundred Seventy-One Thousand, Seven Hundred Forty-Nine Dollars (\$971,749), effective December 1, 2016 through November 30, 2018.

5.6.3 During term of this Agreement, the Director, or his designee, may increase the annual maximum obligation of the Agreement by no more than 40% to add equipment that is coming off of warranty, provide for out-of-scope repairs or maintenance services for equipment that is excluded under the Agreement's basic maintenance services, add equipment or services to additional County facilities; obtain professional services, and cover emergency or unforeseen as-needed equipment maintenance, repair, and support services."

3. Agreement is modified to add Sub-paragraph 8.59, Time Off For Voting, as follows:

"8.59. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000. "

4. Agreement, Exhibit B-1, Pricing Schedule, is deleted in its entirety and replaced by Exhibit B-2, attached hereto and incorporated herein by reference. All reference to Exhibit B-1 shall hereafter be replaced by Exhibit B-2.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Emily Issa
Deputy County Counsel

Pricing Schedule
Toshiba America Medical Systems, Inc.
 Preventive Maintenance & Repair Services
 Effective December 1, 2013 through November 30, 2018

*Required Services All Inclusive Flat Rate:

H-705949-1

Equipment Description	SID #	Included Options	12/1/2013 - 11/30/2014	12/1/2014 - 11/30/2015	12/1/2015 - 11/30/2016	12/1/2016 - 11/30/2017	12/1/2017 - 11/30/2018	TOTAL
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LAC+USC Medical Center

AQ64/CFX.000 (Aquilion MS 64 CT Scanner)	230888	Glassware - CTTUBE.B.UNLTD.010 (Unlimited tube coverage); CHEG-004C (ECG Scan Prospective for AQ/MP)	\$185,869	\$185,869	\$185,869	\$185,869	\$185,869	\$929,347
AQ64/CFX.000 (Aquilion MS 64 CT Scanner)	230854	Glassware - CTTUBE.B.UNLTD.010 (Unlimited tube coverage); CHEG-004C (ECG Scan Prospective for AQ/MP)	\$150,115	\$150,115	\$150,115	\$150,115	\$150,115	\$750,575
AQ32/V.000 (Aquilion 32 CT Scanner)	230870	Glassware - CTTUBE.B.UNLTD.010 (Unlimited tube coverage);	\$174,245	\$174,245	\$174,245	\$174,245	\$174,245	\$871,227
AQ32/V.000 (Aquilion 32 CT Scanner)	230862	Glassware - CTTUBE.B.UNLTD.010 (Unlimited tube coverage); TSXF-003F (CT Fluoroscopy)	\$170,896	\$170,896	\$170,896	\$170,896	\$170,896	\$854,479

LAC+USC TOTAL			\$681,126	\$681,126	\$681,126	\$681,126	\$681,126	\$3,405,628
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Harbor-UCLA Medical Center

Aquilion Premium 80 Series.Fast Whole Body CT Scanner with AIDR 3D	30003862	Glassware - CTTUBE.C.500K.010 (Annual rotation count); CHEG-005B/1B.010 (ECG Gated Scanning for Aquilion Prime)			\$80,738	\$129,758	\$129,758	\$340,254	Equipment added from 4/17/2016 - 11/31/2018
Aquilion Premium 320 Series.Multidetector CT Scanner	30003853	Glassware - CTTUBE.D.UNLTD.010 (Unlimited tube coverage); CHEG-005A/1B.010 (ECG Gating Scanning System)			\$100,094	\$160,865	\$160,865	\$421,824	Equipment added from 4/17/2016 - 11/31/2018

Harbor-UCLA TOTAL					\$180,832	\$290,623	\$290,623	\$762,078
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TOTAL MAXIMUM OBLIGATION			\$681,126	\$681,126	\$861,958	\$971,749	\$971,749	\$4,167,706
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All systems include: VELOCT upgrade (to be delivered/installed within 90 days after the Agreement effective date); The upgrade cost** is amortized over the term of this Agreement. If the Agreement is terminated by either Party prior to November 30, 2018, all the residual cost remaining based on the depreciation through amortization that is associated with the above mentioned upgrade, are due and payable immediately to Toshiba.

Parts will be replaced when deemed necessary by Toshiba, excluding disposables, accessories, options or upgrades not listed in the Agreement.

Contractor shall invoice County in arrears on a monthly basis.

**Upgrade Cost: \$180,000 per equipment (SID#s 230888 & 230854) and \$280,000 per equipment (SID#s 230870 & 230862)

Additional Services Hourly Rate (Hourly rate includes all travel and incidental costs)

Regular Business Hours Hourly Rate

- Regular Rate \$200 per hour for the hours between 8:00 a.m. and 5:00 p.m. Monday through Friday; 8:00 a.m.; excluding County Holidays.

After Hours Hourly Rate

- Overtime Rate \$300 per hour for the hours between 5:00 p.m. and Midnight, Monday through Friday; 8:00 a.m. - Midnight Saturday; excluding County Holidays.
- Premium Rate \$450 per hour for the hours between Midnight and 8:00 a.m., Monday through Saturday; and all hours on Sunday and County Holidays.